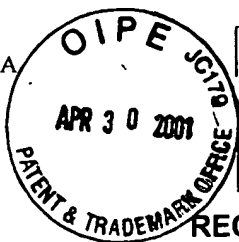


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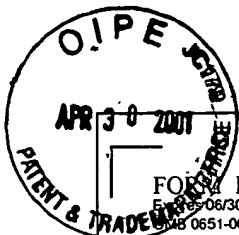
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Pag 2

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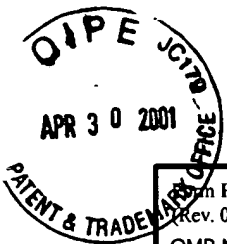
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JOINT INVENTOR AGREEMENT

Pursuant to 35 U.S.C. 262, the undersigned joint inventors of the below described Technology, namely,

Burton Simon, an individual residing at P.O. Box 235, Silverthorne, Colorado 80498;
and

Brian Van Duzee, an individual residing at 500 Hartford Street, Boulder, Colorado 80303,

(collectively, "Parties") for and in consideration of the mutual obligations and contributions of each inventor to the development of the Technology, hereby covenant as follows:

(a) This agreement applies to the following Technology:

- (1) any and all improvements disclosed in the continuation-in-part patent application entitled "Parimutuel Betting Game Based On Live Sporting Events" filed herewith; and
- (2) any continuation patent application, continuation-in-part patent applications, divisional patent applications, renewal patent applications, foreign counterpart patent applications of the above identified patent application, or substitutes of the above identified patent application, and as well as to any Letters Patent, any reissue patents or reexamination patents, or any foreign patent equivalents thereof, of above identified patent application.

(b) Each Party hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Agreement;

(c) No Party shall make, use, or sell products or methods which fall within the scope of the Technology of the Agreement without accounting to the other Parties to this Agreement, said accounting to be in proportion to each Party's respective right, title, and interest herein.

(d) This Agreement shall be binding upon the successors, assigns, and legal representatives of the Parties.

(e) No Party may license his rights in the Technology without the written consent of the other Parties to this Agreement.


(f) A Party may assign all or a part of his right, title, and interest in the Technology without the consent of the other Parties to this Agreement, provided that: (i) the non-assigning Parties shall have right of first refusal to acquire the assigning Party's subject right, title, and interest in the Technology on terms consistent with the fair market value of the subject right, title, and interest; and

(ii) any subsequent non-Party assignee shall agree to be bound by the terms and conditions of this Agreement.

(g) Simon shall own 75 % (seventy-five percent) of all right, title, and interest in the Technology.

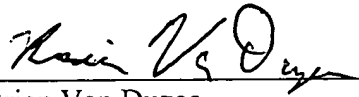
(h) Van Duzee shall own 25 % (twenty-five percent) of all right, title, and interest in the Technology.

PARTIES:



Burton Simon

Date: 1/4/01



Brian Van Duzee

Date: 1/4/01